

BOARD OF COUNTY COMMISSIONERS AGENDA ITEM SUMMARY

Meeting Date: May 16, 2006

Division: Engineering

Bulk Item: Yes ✓ No

Department: Engineering

Staff Contact Person: David S. Koppel, PE
County Engineer

AGENDA ITEM WORDING: Approval to award bid and enter into contract with General Asphalt Co., Inc. for Purchase of asphalt at a Fixed Price in the amount of \$65.00 per ton for a period of one (1) year, not to exceed \$162,500.00.

ITEM BACKGROUND: On April 27, 2006 one bid was received from General Asphalt Co., Inc. in the amount of \$162,500.00 (\$65.00 unit price). The County uses this method of obtaining asphalt when paving roads with our in-house paving crew.

PREVIOUS RELEVANT BOCC ACTION: Last year BOCC approved a contract with General Asphalt Co., Inc. at \$35.00 per ton.

CONTRACT/AGREEMENT CHANGES: New Contract

STAFF RECOMMENDATIONS: Approval as stated above.

TOTAL COST: \$162,500.00

BUDGETED: Yes X No

COST TO COUNTY: \$162,500.00

SOURCE OF FUNDS: Gas Tax- 102

REVENUE PRODUCING: Yes ___ No X AMOUNT PER MONTH Year

APPROVED BY: County Atty X OMB/Purchasing X Risk Management X

DIVISION DIRECTOR APPROVAL:

David S. Koppel, PE, County Engineer

DOCUMENTATION: Included X Not Required

DISPOSITION:

AGENDA ITEM #

MONROE COUNTY BOARD OF COUNTY COMMISSIONERS

CONTRACT SUMMARY

Contract with: General Asphalt Co., Inc. Contract # _____
 Effective Date: Upon Execution
 Expiration Date: 90 days after notice of commencement

Contract Purpose/Description:

Approval to award bid and enter into contract with General Asphalt Co., Inc. for sum of \$162,500.00 for Purchase of Asphalt at a Fixed Price.

Contract Manager: David S. Koppel, PE 4426 Engineering / #1
 (Name) (Ext.) (Department/Stop #)

for BOCC meeting on May 16, 2006 Agenda Deadline:

CONTRACT COSTS

Total Dollar Value of Contract: \$ 162,500.00 Current Year Portion: \$ _____
 Budgeted? Yes ☒ No ☐ Account Codes: 22500-530498
 Grant: \$ _____ ¹⁰²⁻ 102-22503-560630
 County Match: \$ _____ 102-22507-560630

ADDITIONAL COSTS

Estimated Ongoing Costs: \$ _____/yr For: _____
 (Not included in dollar value above) (eg. maintenance, utilities, janitorial, salaries, etc.)

CONTRACT REVIEW

	Date In	Changes Needed	Reviewer	Date Out
Division Director	<u>5-2-06</u>	Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>	<u>[Signature]</u>	<u>5-2-06</u>
Risk Management	<u>5-2-06</u>	Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>	<u>[Signature]</u>	<u>5-2-06</u>
O.M.B./Purchasing	<u>5-1-06</u>	Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>	<u>[Signature]</u>	<u>5-1-06</u>
County Attorney	<u>5-1-06</u>	Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>	<u>[Signature]</u>	<u>5-1-06</u>

Comments: _____

Section 00500 – (Sample Agreement)

Standard Form of Agreement Between Owner and Vendor

Where the basis of payment is a STIPULATED SUM

AGREEMENT

Made as of the 16th day of May in the year of TWO THOUSAND AND SIX.

BETWEEN the Owner:
(Name and address)

Monroe County Board of County Commissioners, (“BOCC”)
1100 Simonton Street
Key West, Florida 33040

And the Vendor:
(Name and address)

General Asphalt Co., Inc.
4850 Northwest 72nd Ave.
Miami, Florida 33166

For the following:

**Purchase and Delivery of Asphalt at a Fixed Price to
Monroe County, Florida**

Oversight for Owner:

Monroe County Engineer, David S. Koppel, P.E.
Monroe County Engineering Division
1100 Simonton Street
Second Floor-Room 2-216
Key West, Florida 33040

There is no “Construction Manager” or “Architect”, any reference to these terms in this document or in any document pertinent to this project means “Owner”. Vendor shall be dealing directly with Owner through its County Engineer and Engineering Division or his Designee.

1. The Contract and Contract Documents

The contract between the owner and the vendor, of which this agreement is a part, consists of the contract documents.

2. The Contract Documents

The contract documents consist of this contract, the Request for Bid, Scope of Work and any addenda, all bid forms, and section 02513-specifications and any other amendments hereto executed by the parties after the execution of this Agreement.

3. Entire Agreement

This contract constitutes the entire and exclusive agreement between the owner and the vendor with reference to the Purchase of Asphalt at a Fixed Price. The Vendor shall submit to Monroe County a Bid for the purchase of Type S-III Asphalt at a fixed price for a period of one (1) year. Specifically, but without limitation, this contract supersedes any bid documents and all prior written or oral communications, representations and negotiations, if any, between the owner and the Vendor.

4. No Privity with Others

Nothing contained in this contract shall create, or be interpreted to create, privity or any other contractual agreement between the owner and any person or entity other than the vendor.

5. Intent and Interpretation

This contract is intended to be an integral whole and shall be interpreted as internally consistent. What is required by any one contract document shall be considered as required by the contract.

(a) This words "includes," or "including," as used in this contract, shall be deemed to be followed by the phrase, "without limitation."

(b) The specification herein of any act, failure, refusal, omission, event, occurrence or condition as constituting a material breach of this contract shall not imply that any other, nonspecific act, failure, refusal, omission, event, occurrence or condition shall be deemed not to constitute a material breach of this contract.

(c) The words or terms used as nouns in this contract shall be inclusive of their singular and plural forms, unless the context of their usage clearly requires a contrary meaning.

6. Time

The contract time is effective for one (1) year. An option to extend the contract by the owner twice for one year periods is included. This option may be exercised annually upon approval of the BOCC.

7. The Contract Price and Scope of Services

The owner shall pay, and the vendor shall accept, as full and complete payment for all asphalt required by the County, the fixed sum of Sixty Five Dollars (\$65.00) per ton, not to exceed a total of One

Hundred and Sixty two Thousand Five Hundred Dollars (\$162,500.00), for the term of this agreement. These amounts, binding upon the parties for one year, shall not be modified except by an option to extend this contract, in writing and executed pursuant to BOCC approval.

The Vendor shall deliver Type S- III Asphalt for a period of one year to several locations throughout the County. These locations will be determined by the Owner or it's designee at the stated time.

8. Payment Procedure

The owner shall pay the fixed contract price to the vendor pursuant to the Florida Prompt Payment Act following receipt of invoice. Invoice shall reference Purchase Order numbers and ticket numbers. Invoice, shall be submitted to Monroe County at the end of the month of delivery.

9. Governing Law

This contract is governed by the laws of the State of Florida. Venue for all claims or disputes shall be in Monroe County, Florida. Mediation shall be conducted in accordance with the rules for the Sixteenth Judicial Circuit, Monroe County, Florida. This Contract shall not be subject to Arbitration.

10. Successors and Assigns

The owner and vendor bind themselves, their successors, assigns and legal representatives to the other party hereto and to successors, assigns and legal representatives of such other party in respect to covenants, agreement and obligations contained in this contract. The vendor shall not assign this contract without written consent of the owner.

11. Public Entity Crime Statement

A person or affiliate who has been placed on the convicted vendor list following a conviction for public entity crime may not submit a bid on a contract to provide any goods or services to a public entity, may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work, may not submit bids on leases of real property to public entity, may not be awarded or perform work as a vendor, supplier, sub vendor, or consultant under a contract with any public entity, and may not transact business with any public entity in excess of the threshold amount provided in Section 287.017 of the Florida Statutes, for CATEGORY TWO for a period of 36 months from the date of being placed on the convicted vendor list.

By signing below the vendor states that he/she complies with this paragraph.

12. Trench Safety

If applicable to the project, the vendor shall comply with all relevant provisions of the Trench Safety Act (Secs. 553.60-553.64, Fla. Stat.).

13. Contingency

Monroe County's performance and obligation to pay under this contract is contingent upon an annual appropriation by the Board of County Commissioners.

14. HOLD HARMLESS

The Vendor covenants and agrees to indemnify and hold harmless Monroe County Board of County Commissioners from any and all claims for bodily injury (including death), personal injury, and property damage (including property owned by Monroe County) and any other losses, damages, and expenses (including attorney's fees) which arise out of, in connection with, or by reason of services provided by the Vendor or any of its Subcontractor(s) in any tier, occasioned by the negligence, errors, or other wrongful act of omission of the Vendor or its Subcontractors in any tier, their employees, or agents.

In the event that the service is delayed or suspended as a result of the Vendor's failure to purchase or maintain the required insurance, the Vendor shall indemnify the County from any and all increased expenses or lost revenue resulting from such delay.

The first ten dollars (\$10.00) of remuneration paid to the Vendor is for the indemnification provided for above. The extent of liability is in no way limited to, reduced, or lessened by the insurance requirements contained elsewhere within this agreement. The provisions of this section shall survive the expiration or earlier termination of this agreement.

15. INDEPENDENT CONTRACTOR

At all times and for all purposes under this agreement the Vendor is an independent contractor and not an employee of the Board of County Commissioners for Monroe County. No statement contained in this agreement shall be construed so as to find the Vendor or any of his/her employees, contractors, servants, or agents to be employees of the Board of County Commissioners for Monroe County.

16. ASSURANCE AGAINST DISCRIMINATION

The Vendor shall not discriminate against any person on the basis of race, creed, color, national origin, sex, age, or any other characteristic or aspect which is not job related, in its recruiting, hiring, promoting, terminating, or any other area affecting employment under this agreement or with the provision of services or goods under this agreement.

17. ASSIGNMENT/SUBCONTRACT

The Vendor shall not assign or subcontract its obligations under this agreement, except in writing and with the prior written approval of the Board of County Commissioners for Monroe County and Vendor, which approval shall be subject to such conditions and provisions as the Board may deem necessary. This paragraph shall be incorporated by reference into any assignment or subcontract and any assignee or subcontractor shall comply with all of the provisions of this agreement. Unless expressly provided for therein, such approval shall in no manner or event be deemed to impose any obligation upon the board in addition to the total agreed-upon price of the services/goods of the Vendor and compensation to County.

18. COMPLIANCE WITH LAW

In providing all services/goods pursuant to this agreement, the Vendor shall abide by all statutes, ordinances, rules and regulation pertaining to, or regulating the provisions of, such services, including those now in effect and hereinafter adopted. Any violation of said statutes, ordinances, rules and regulations shall constitute a material breach of this agreement and shall entitle the Board to terminate this contract immediately upon delivery of written notice of termination to the Vendor. The Vendor shall possess proper licenses to perform work in accordance with these specifications throughout the term of this contract.

19. INSURANCE

Prior to execution of this agreement, and maintained throughout the life of the contract, the Vendor shall furnish to the County Certificates of Insurance indicating the minimum coverage limitation as listed below:

A. General Liability – include as a minimum:

- Premises Operations
- Products and Completed Operations
- Blanket Contractual Liability
- Personal Injury Liability
- Expanded Definition of Property Damage

The minimum limits acceptable shall be \$5,000,000 Combined Single Limit

An Occurrence Form policy is preferred. If coverage is changed to or provided on a Claims Made Policy, its provisions should include coverage for claims filed on or after the effective date of this contract. In addition, the period for which claims may be reported should extend for a minimum of 48 months following the termination or expiration of the contract.

MONROE COUNTY BOARD OF COUNTY COMMISSIONERS MUST BE NAMED AS ADDITIONAL INSURED.

B. Vehicle Liability – include as a minimum:

- Owned, Non-Owned, and Hired Vehicles

The minimum limits acceptable shall be \$1,000,000 Combined Single Limit

If split limits are provided, the minimum limits acceptable shall be: \$500,000 per Person; \$1,000,000 per Occurrence; and \$100,000 Property Damage.

MONROE COUNTY BOARD OF COUNTY COMMISSIONERS MUST BE NAMED AS ADDITIONAL INSURED.

C. Workers Compensation – limits sufficient to respond to Florida Statute 440.

In addition, the Vendor shall obtain Employers' Liability Insurance with limits of not less than:

\$1,000,000 Bodily Injury by Accident
\$1,000,000 Bodily Injury by Disease, policy limits
\$1,000,000 Bodily Injury by Disease, each employee

Coverage shall be provided by a company or companies authorized to transact business in the State of Florida and the company or companies must maintain a minimum rating of A-VI, as assigned by the A.M. Best Company.

If the Vendor has been approved by Florida's Department of Labor, as an authorized self-insurer, the County shall recognize and honor the Vendor's status. The Vendor may be required to submit a Letter of Authorization issued by the Department of Labor and Certificate of Insurance, providing details on the Vendor's Excess Insurance Program.

If the Vendor participates in a self-insurance fund, a Certificate of Insurance will be required. In addition, the Vendor may be required to submit updated financial statements from the fund upon request from the County.

20. VENDOR'S RESPONSIBILITY

The Vendor warrants that it is authorized by law to engage in the performance of the activities encompassed herein, subject to the terms and conditions set forth in these contract documents. Vendor shall at all times exercise independent judgment and shall assume responsibility for the services to be provided.

21. NOTICE REQUIREMENT

Any notice required or permitted under this agreement shall be in writing and hand delivered or mailed, postage prepaid, to the other party by certified mail, returned receipt requested, to the following:

FOR COUNTY
Senior Director, Lower Keys Operations
Monroe County Facilities Maintenance
3583 S. Roosevelt Blvd.
Key West, FL 33040

AND

Monroe County Administrator
1100 Simonton Street
Key West, FL 33040

FOR VENDOR
General Asphalt Co., Inc.
4850 Northwest 72nd Ave.
Miami, Florida 33166.

22. CANCELLATION

A) In the event that the Vendor shall be found to be negligent in any aspect of installation, stocking, maintenance, repair, or service, the County shall have the right to terminate this agreement after five days written notification to the Vendor.

B) Either of the parties hereto may cancel this agreement without cause by giving the other party sixty (60) days written notice of its intention to do so.

23. GOVERNING LAWS, VENUE, INTERPRETATION, COSTS, FEES

This Agreement shall be governed by and construed in accordance with the laws of the State of Florida applicable to contracts made and to be performed entirely in the State.

In the event that any cause of action or administrative proceeding is instituted for the enforcement or interpretation of the agreement, the County and Vendor agree that venue shall lie in the appropriate court or before the appropriate administrative body in Monroe County, Florida. This Agreement shall not be subject to arbitration.

The County and Vendor agree that, in the event of conflicting interpretation of the terms or a term of this agreement by or between any of them the issue shall be submitted to mediation prior to the institution of any other administrative or legal proceeding.

24. RECORDKEEPING

Vendor shall maintain all books, records, and documents directly pertinent to performance under this Agreement in accordance with generally accepted accounting principles consistently applied. Each party to this Agreement or their authorized representatives shall have reasonable and timely access to such records of each other party to this Agreement for public records purposes during the term of the Agreement and for four years following the termination of this Agreement. If an auditor employed by the County or Clerk determines that monies paid to Vendor or not paid to County pursuant to this Agreement were spent for purposes not authorized by this Agreement or wrongfully retained by Vendor, the Vendor shall repay the monies together with interest calculated pursuant to Sec. 55.03, FS, running from the date the monies were to have been paid.

25. SEVERABILITY

If any term, covenant, condition or provision of this Agreement (or the application thereof to any circumstance or person) shall be declared invalid or unenforceable to any extent by a court of competent jurisdiction, the remaining terms, covenants, conditions and provisions of this Agreement, shall not be affected thereby; and each remaining term, covenant, condition and provision of this Agreement shall be valid and shall be enforceable to the fullest extent permitted by law unless the enforcement of the remaining terms, covenants, conditions and provisions of this Agreement would prevent the accomplishment of the original intent of this Agreement. The County and Vendor agree to reform the Agreement to replace any stricken provision with a valid provision that comes as close as possible to the intent of the stricken provision.

26. ATTORNEY'S FEES AND COSTS

The County and Vendor agree that in the event any cause of action or administrative proceeding is initiated or defended by any party relative to the enforcement or interpretation of this Agreement, the prevailing party shall be entitled to reasonable attorney's fees, court costs, investigative, and out-of-pocket expenses, as an award against the non-prevailing party, and shall include attorney's fees, court costs, investigative, and out-of-pocket expenses in appellate proceedings. Mediation proceedings initiated and conducted pursuant to this Agreement shall be in accordance with the Florida Rules of Civil Procedure and usual and customary procedures required by the circuit court of Monroe County.

27. BINDING EFFECT

The terms, covenants, conditions, and provisions of this Agreement shall bind and inure to the benefit of the County and Vendor and their respective legal representatives, successors, and assigns.

28. AUTHORITY

Each party represents and warrants to the other that the execution, delivery and performance of this Agreement have been duly authorized by all necessary County and corporate or individual action, as required by law.

29. CLAIMS FOR FEDERAL OR STATE AID

Vendor and County agree that each shall be, and is, empowered to apply for, seek, and obtain federal and state funds to further the purpose of this Agreement; provided that all applications, requests, grant proposals, and funding solicitations shall be approved by each party prior to submission.

30. ADJUDICATION OF DISPUTES OR DISAGREEMENTS

County and Vendor agree that all disputes and disagreements shall be attempted to be resolved by meet and confer sessions between representatives of each of the parties. If no resolution can be agreed upon within 30 days after the first meet and confer session, the issue or issues shall be discussed at public meeting of the Board of County Commissioners. If the issue or issues are still not resolved to the satisfaction of the parties, then any party shall have the right to seek such relief or remedy as may be provided by this Agreement or by Florida law. This provision does not negate or waive the provisions of Paragraph 16 concerning cancellation.

31. COOPERATION

In the event any administrative or legal proceeding is instituted against either party relating to the formation, execution, performance, or breach of this Agreement, County and Vendor agree to participate, to the extent required by the other party, in all proceedings, hearings, processes, meetings, and other activities related to the substance of this Agreement or provision of the services under this Agreement. County and Vendor specifically agree that no party to this Agreement shall be required to enter into any arbitration proceedings related to this Agreement.

32. NONDISCRIMINATION

County and Vendor agree that there will be no discrimination against any person, and it is expressly understood that upon a determination by a court of competent jurisdiction that discrimination has occurred, this Agreement automatically terminates without any further action on the part of any party, effective the date of the court order. County or Vendor agree to comply with all Federal and Florida statutes, and all local ordinances, as applicable, relating to nondiscrimination. These include but are not limited to: 1) Title VI of the Civil Rights Act of 1964 (PL 88-352) which prohibits discrimination on the basis of race, color or

national origin; 2) Title IX of the Education Amendment of 1972, as amended (20 USC ss. 1681-1683, and 1685-1686), which prohibits discrimination on the basis of sex; 3) Section 504 of the Rehabilitation Act of 1973, as amended (20 USC s. 794), which prohibits discrimination on the basis of handicaps; 4) The Age Discrimination Act of 1975, as amended (42 USC ss. 6101-6107) which prohibits discrimination on the basis of age; 5) The Drug Abuse Office and Treatment Act of 1972 (PL 92-255), as amended, relating to nondiscrimination on the basis of drug abuse; 6) The Comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment and Rehabilitation Act of 1970 (PL 91-616) as amended, relating to nondiscrimination on the basis of alcohol abuse or alcoholism;; 7) The Public Health Service Act of 1912, ss. 523 and 527 (42 USC ss. 690dd-3 and 290ee-3), as amended, relating to confidentiality of alcohol and drug abuse patent records; 8) Title VIII of the Civil Rights Act of 1968 (42 USC s. et seq.) as amended, relating to nondiscrimination in the sale, rental or financing of housing; 9) The Americans with Disabilities Act of 1990 (42 USC s. 1201 Note0, as maybe amended from time to time, relating to nondiscrimination on the basis of disability; 10) Any other nondiscrimination provisions in any federal or state statutes which may apply to the parties to, or the subject matter of, this Agreement. Monroe County Code Ch. 13, Art. VI, prohibiting discrimination on the basis of race, color, sex, religion, disability, national origin, ancestry, sexual orientation, gender identity or expression, familial status or age. 11) Any other nondiscrimination provisions in any Federal or state statutes which may apply to the parties to, or the subject matter of, this Agreement.

33. COVENANT OF NO INTEREST

County and Vendor covenant that neither presently has any interest, and shall not acquire any interest, which would conflict in any manner or degree with its performance under this Agreement, and that only interest of each is to perform and receive benefits as recited in this Agreement.

34. CODE OF ETHICS

County agrees that officers and employees of the County recognize and will be required to comply with the standards of conduct for public officers and employees as delineated in Section 112.313, Florida Statutes, regarding, but not limited to, solicitation or acceptance of gifts; doing business with one's agency; unauthorized compensation; misuse of public position, conflicting employment or contractual relationship; and disclosure or use of certain information.

35. SOLICITATION/PAYMENT

The County and Vendor warrant that, in respect to itself, it has neither employed nor retained any company or person, other than a bona fide employee working solely for it, to solicit or secure this Agreement and that it has not paid or agreed to pay any person, company, corporation, individual, or firm, other than a bona fide employee working solely for it, any fee, commission, percentage, gift, or other consideration contingent upon or resulting from the award or making of this Agreement. For the breach or violation of the provision, the Vendor agrees that the County shall have the right to terminate this Agreement without liability and, at its discretion, to offset from monies owed, or otherwise recover, the full amount of such fee, commission, percentage, gift, or consideration.

36. PUBLIC ACCESS

The County and Vendor shall allow and permit reasonable access to, and inspection of, all documents, papers, letters or other materials in its possession or under its control subject to the provisions of Chapter 119, Florida Statutes, and made or received by the County and Vendor in conjunction with this Agreement; and the County shall have the right to unilaterally cancel this Agreement upon violation of this provision by Vendor.

37. NON-WAIVER OF IMMUNITY

Notwithstanding the provisions of Sec. 768.28, Florida Statutes, the participation of the County and the Vendor in this Agreement and the acquisition of any commercial liability insurance coverage, self-insurance coverage, or local government liability insurance pool coverage shall not be deemed a waiver of immunity to the extent of liability coverage, nor shall any contract entered into by the County be required to contain any provision for waiver.

38. PRIVILEGES AND IMMUNITIES

All of the privileges and immunities from liability, exemptions from laws, ordinances, and rules and pensions and relief, disability, workers' compensation, and other benefits which apply to the activity of officers agents or employees of any of any public agents or employees of the County, when performing their respective functions under this Agreement within the territorial limits of the County shall apply to the same degree and extent to the performance of such functions and duties of such officers agents, volunteers, or employees outside the territorial limits of the County.

39. LEGAL OBLIGATIONS AND RESPONSIBILITIES

Non-Delegation of Constitutional or Statutory Duties. This Agreement is not intended to, nor shall it be construed as, relieving any participating entity from any obligation or responsibility imposed upon the entity by law except to the extent of actual and timely performance thereof by and participating entity, in which case the performance may be offered in satisfaction of the obligation or responsibility. Further, this Agreement is not intended to, nor shall it be construed as, authorizing the delegation of the constitutional or statutory duties of the County, except to the extent permitted by the Florida constitution, state statute, and case law.

40. NON-RELIANCE BY NON-PARTIES

No person or entity shall be entitled to rely upon the terms, or any of them, of the Agreement to enforce or attempt to enforce any third-party claim or entitlement to or benefit of any service or program contemplated hereunder, and the County and the Vendor agree that neither the County nor the Vendor or any agent, officer, or employee of either shall have the authority to inform, counsel, or otherwise indicate that any particular individual or group of individuals, entity or entities, have entitlements or benefits under this Agreement separate and apart, inferior to, or superior to the community in general or for the purposes contemplated in this Agreement.

41. ATTESTATIONS

Vendor agrees to execute such documents as the County may reasonably require, including a Public Entity Crime Statement, an Ethics Statement, and a Drug-Free Workplace Statement.

42. NO PERSONAL LIABILITY

No covenant or agreement contained herein shall be deemed to be a covenant or agreement of any member, officer, agent or employee of Monroe County in his or her individual capacity, and no member, officer, agent or employee of Monroe County shall be liable personally on this Agreement or be subject to any personal liability or accountability by reason of the execution of this Agreement.

43. EXECUTION IN COUNTERPARTS

This Agreement may be executed in any number of counterparts, each of which shall be regarded as an original, all of which taken together shall constitute one and the same instrument any of the parties hereto may execute this Agreement by signing any such counterpart.

44. SECTION HEADINGS

Section headings have been inserted in this Agreement as a matter of convenience of reference only, and it is agreed that such section headings are not a part of this Agreement and will not be used in the interpretation of any provision of this Agreement.

45. CONTINGENCY STATEMENT

Monroe County's performance and obligation to pay under this contract is contingent upon an annual appropriation by the Monroe County Board of County Commissioners.

IN WITNESS WHEREOF the parties hereto have executed this Agreement on the day and date first written above in four (4) counterparts, each of which shall, without proof or accounting for the other counterparts, be deemed an original contract.

(SEAL)
Attest: DANNY L. KOLHAGE, CLERK

BOARD OF COUNTY COMMISSIONERS
OF MONROE COUNTY, FLORIDA

By: _____
Deputy Clerk

By: _____
Mayor/Chairman

Date: _____

(SEAL)
Attest:

VENDOR

By: _____

By: _____


WITNESS

Title: _____

Title: _____

By: _____
WITNESS

Title: _____

MONROE COUNTY ATTORNEY
APPROVED AS TO FORM:

SUSAN M. GRIMSLEY
ASSISTANT COUNTY ATTORNEY
5-1-06

~~~~~  
**END OF SECTION 00500**

**ADMINISTRATIVE SERVICES DEPARTMENT  
PURCHASING OFFICE  
TABULATION SHEET**

OPEN DATE: AT 3:00 PM, April 27, 2006

TITLE: PURCHASE OF ASPHALT AT A FIXED PRICE

| RESPONDENT                | BID BOND | TOTAL PRICE                                                         |
|---------------------------|----------|---------------------------------------------------------------------|
| GENERAL ASPHALT CO., INC. | N/A      | ITEM #1- 2500 TONS UNIT PRICE \$ 65.00<br>TOTAL PRICE \$ 162,500.00 |
|                           |          |                                                                     |
|                           |          | ACKNOWLEDGEMENT OF ADDENDUM # 1                                     |
|                           |          |                                                                     |
|                           |          |                                                                     |
|                           |          |                                                                     |
|                           |          |                                                                     |
|                           |          |                                                                     |

Bid Committee Present: Carlos Victorres - Purchasing Office  
Members of the Public Present: None

I hereby certify that this is a true and correct copy of said bid opening and that all bidders listed above have been checked against the State of Florida Convicted & Suspended Vendor listings. All bids listed above were received by the date and time specified.

Bid Opened By: Carlos Victorres - Purchasing Supervisor

**SECTION 00110**

**BID PROPOSAL**

The Bid Proposal shall be submitted on the forms included in this section of the Bidding Documents as previously instructed herein.

| <b><u>Item</u></b> | <b><u>Description</u></b>                                 |
|--------------------|-----------------------------------------------------------|
| 1.                 | Proposal Form                                             |
| 2.                 | Non-Collusion Affidavit                                   |
| 3.                 | Lobbying and Conflict of Interest Clause                  |
| 4.                 | Drug-Free Workplace Form                                  |
| 5.                 | Insurance Agents Statement and Bidder's Statement         |
| 6.                 | Vendor's License<br>Current Copy to be submitted with Bid |
| 7.                 | Bid Bond                                                  |

**BID FORM**

**BID TO: MONROE COUNTY BOARD OF COUNTY COMMISSIONERS  
C/o PURCHASING DEPARTMENT  
1100 SIMONTON STREET, ROOM 1-213  
KEY WEST, FLORIDA 33040**

**BID FROM: GENERAL ASPHALT CO., INC.  
4850 N.W. 72 AVE.  
MIAMI, FL. 33166**

The undersigned, having carefully examined the Bid Documents, and Addenda thereto and other Contract Documents for the:

**Purchase of Asphalt at a Fixed Price**  
**Monroe County, Florida**

The undersigned shall provide a fixed price for asphalt at the Unit Price Indicated on the following Bid Form. Further, it is understood that the Bid Form Quantities are estimated for evaluation purposes only and that the final contract price will be determined from the actual quantities measured for payment in accordance with the Contract Documents. The fixed price of the asphalt will be guaranteed by Bidder for one (1) year following execution of the contract.



Monroe County Bid Form

Project:

Location:

Contractor:

Date:

**Purchase of Asphalt at a Fixed Price**

Monroe County, Florida

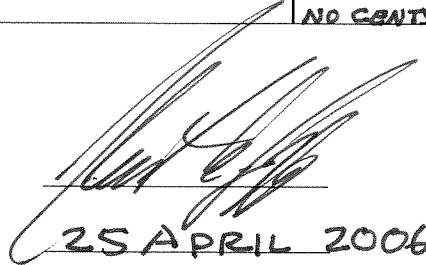
**GENERAL ASPHALT CO., INC.**

**25 APRIL 2006**

| Item No. | Qty. | Unit | Description        | Written Unit Price                         | Unit Price         | Total Price             |
|----------|------|------|--------------------|--------------------------------------------|--------------------|-------------------------|
| 1.       | 2500 | Tons | Type S-111 Asphalt | <del>SIXTY FIVE DOLLARS AND NO CENTS</del> | <del>\$65.00</del> | <del>\$162,500.00</del> |
|          |      |      |                    |                                            |                    |                         |

Vendor's Signature

Date

  
**25 APRIL 2006**

## **1. AWARD OF CONTRACT**

- A. The County reserves the right to award separate contracts for the services based on geographic area or other, and to waive any informality in any response, or to re-advertise for all or part of the work contemplated.
- B. The County also reserves the right to reject the response of a Respondent who has previously failed to perform properly or to complete contracts of a similar nature on time.
- C. The recommendation of staff shall be presented to the Board of County Commissioners of Monroe County, Florida, for final selection and award of contract.

## **2. EXECUTION OF CONTRACT**

The Respondent with whom a contract is negotiated shall be required to return to the County four (4) executed counterparts of the prescribed Agreement together with the required certificates of insurance.

## **3. PREPARATION OF RESPONSES**

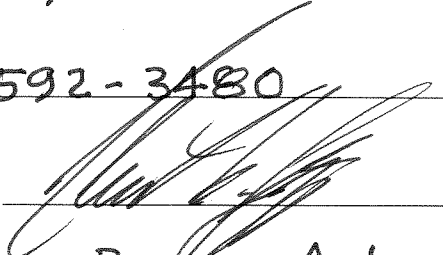
Signature of the Respondent: The Respondent must sign the response forms in the space provided for the signature. If the Respondent is an individual, the words "doing business as \_\_\_\_\_", or "Sole Owner" must appear beneath such signature. In the case of a partnership, the signature of at least one of the partners must follow the firm name and the words "Member of the Firm" should be written beneath such signature. If the Respondent is a corporation, the title of the officer signing the Response on behalf of the corporation must be stated along with the Corporation Seal Stamp and evidence of his authority to sign the Response must be submitted. The Respondent shall state in the response the name and address of each person having an interest in the submitting entity.

I acknowledge receipt of Addenda No. (s) 1 (MARCH 22, 2006). I have included the Bid Proposal which entails the Proposal Form ☒, the Non-Collusion Affidavit ☒, the Lobbying and Conflict of Interest Clause ☒, the Drug-Free Workplace Form ☒, the Bid Bond ☐, the Bidder's Insurance Statement ☒. Also include a copy of valid licenses ☒.

(The above is intended as a courtesy review checklist of the required bid items. However, it does not imply that these are the only items needed. There may be additional requirements not listed here that are listed in other sections of the Request for Bid. It is the Bidder's responsibility to provide all required bid items.)

Mailing Address: GENERAL ASPHALT CO., INC.  
P.O. Box 52-2306  
MIAMI, FL. 33152

Phone Number: (305) 592-3480

Date: 25 APRIL 2006 Signed:   
ROBERT A. LOPEZ  
(Name)

PRESIDENT  
(Title)

Witness: 

(Seal)

**SECTION 00110**

**Bidder's Insurance Statement**

The Insurance requirements are set forth in Section 00900 of the project manual as follows:

**Insurance Requirement**

|                       |     |              |                                                                                                                       |
|-----------------------|-----|--------------|-----------------------------------------------------------------------------------------------------------------------|
| Worker's Compensation | WC1 | <u>  X  </u> | Statutory Limits                                                                                                      |
| General Liability     | GL4 | <u>  X  </u> | \$ 5,000,000 Combined Single Limit                                                                                    |
| Vehicle Liability     | VL3 | <u>  X  </u> | \$500,000 per Person; \$1,000,000 per Occurrence<br>\$100,000 Property Damage or<br>\$1,000,000 Combined Single Limit |
| Employers' Liability  | WC3 | <u>  X  </u> | \$1,000,000 per Person; \$1,000,000 per Occurrence<br>\$1,000,000 Property Damage                                     |

All insurers shall have an A.M. Best rating of VI or better and shall be licensed to do business in the state of Florida.

**Certificate of Insurance**

This certificate is issued as a matter of information only and confers no rights upon you the certificate holder. This certificate is not an insurance policy and does not amend, extend, or alter the coverage afforded by the policies listed below.

This is to certify that (Name and address of Insured)

General Asphalt Co., Inc.  
4850 N.W. 72 Ave  
Miami, FL 33166



is, at the issue date of this certificate, insured by the Company under the policy(ies) listed below. The insurance afforded by the listed policies is subject to all their terms, exclusions and conditions and is not altered by any requirement, term or condition of any contractor other document with respect to which this certificate maybe issued.

| Expiration Type                                                                                                                                                 | Expiration Date(s) | Policy Number(s)   | Limits of Liability                                                                                                                                                                                                                                                                                      |                                                                                                                                                                                               |
|-----------------------------------------------------------------------------------------------------------------------------------------------------------------|--------------------|--------------------|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| <input type="checkbox"/> Continuous*<br><input type="checkbox"/> Extended<br><input checked="" type="checkbox"/> Policy Term                                    | 01/01/2007         | WA6-15D-410483-326 | <b>Coverage afforded under NVC law of the following states:</b><br>FL                                                                                                                                                                                                                                    | <b>Employers Liability</b><br>Bodily Injury By Accident<br>\$500,000 Each Accident<br>Bodily Injury By Disease<br>\$500,000 Policy Limit<br>Bodily Injury By Disease<br>\$500,000 Each Person |
| Workers Compensation                                                                                                                                            |                    |                    |                                                                                                                                                                                                                                                                                                          |                                                                                                                                                                                               |
| General Liability<br><input type="checkbox"/> Claims Made<br><input checked="" type="checkbox"/> Occurrence<br><br>Retro Date                                   | 01/01/2007         | TBI-151-410483-196 | General Aggregate-Other than Prod/Completed Operations<br>\$2,000,000<br>Products/Completed Operations Aggregate<br>\$1,000,000<br>Bodily Injury and Property Damage Liability<br>\$1,000,000<br>Personal and Advertising Injury<br>\$1,000,000<br>Other Liability<br>\$ 1 00,000 Premises Rented to you | Per Occurrence<br>Per Person / Organization<br>Other Liability<br>\$5,000 Medical Payments                                                                                                    |
| Automobile Liability<br><input checked="" type="checkbox"/> Owned<br><input checked="" type="checkbox"/> Non-Owned<br><input checked="" type="checkbox"/> Hired | 01/01/2007         | ASI-151-410483-336 | Each Accident - Single Limit - B. I. and P. D. Combined<br>\$1,000,000<br>Each Person<br>Each Accident or Occurrence<br>Each Accident or Occurrence                                                                                                                                                      |                                                                                                                                                                                               |
|                                                                                                                                                                 | 01/01/2007         | TH2-151410483-176  | \$ 1,000,000 Bodily Inj. ,Prop. Damage, Personal Inj.<br>\$ 1,000,000 General Aggregate \$                                                                                                                                                                                                               |                                                                                                                                                                                               |

C  
O  
M  
M  
E  
N  
T  
S

PROJECT : PURCHASE OF ASPHALT AT A FIXED PRICE

CERTIFICATE HOLDER IS ADDITIONAL INSURED AS TO GENERAL LIABILITY INSURANCE

\*If the certificate expiration date is continuous or extended term, you will be notified if coverage is terminated or reduced before the certificate expiration date. However, you will not be notified annually of the continuation of coverage.

Special Notice - Ohio: Any person who, with intent to defraud or knowing that he / she is facilitating a fraud against an insurer, submits an application or files a claim containing a false or deceptive statement is guilty of insurance fraud.

Important information to Florida policyholders and certificate holders: in the event you have any questions or need information about this certificate for any reason, please contact your local sales producer, whose name and telephone number appears in the lower left corner of this certificate. ne appropriate local sales office mailing address may also be obtained by calling this number.

Notice of cancellation: (not applicable unless a number of days is entered below). Before the stated expiration date the company will not cancel or reduce the insurance afforded under the above policies until at least 30 days notice of such cancellation has been mailed to:

Office: FT. LAUDERDALE, FL Phone: 800-542-0055

Certificate Holder:

*Mary J. Vossen*

MARY VOSSEN

Authorized Representative

MONROE COUNTY BOARD OF COUNTY COMMISSIONERS  
MONROE COUNTY PURCHASING OFFICE  
1100 SIMONTON STREET  
ROOM 1-213  
KEY WEST, FLORIDA 33040

Date Issued: 12/21/2005 Prepared By: MV

NON-COLLUSION AFFIDAVIT

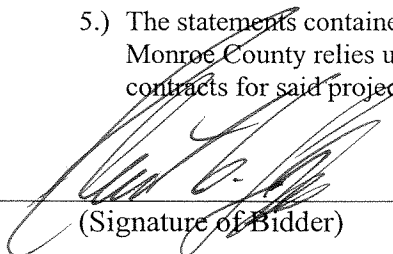
I, ROBERT A. LOPEZ of the city of MIAMI, FL. according to law on my oath, and under penalty of perjury, depose and say that;

1. I am PRESIDENT of the firm of GENERAL ASPHALT CO., INC., the bidder making the Proposal for the project described in the notice for calling for bids for:

**Purchase of Asphalt at a Fixed Price**  
**Monroe County, Florida**

And that I executed the said Bid with full authority to do so;

- 2.) the prices in this bid have been arrived at independently without collusion, consultation, communication or agreement for the purpose of restricting competition, as to any matter relating to such process with any other bidder or with any competitor;
- 3.) unless otherwise required by law, the prices which have been quoted in this bid have not been knowingly disclosed by the bidder and will not knowingly be disclosed by the bidder and will not be knowingly disclosed by the bidder prior to bid opening, directly or indirectly, to any other bidder or to any competitor; and
- 4.) no attempt has been made or will be made by the bidder to induce any other person, partnership or corporation to submit, or not to submit, a bid for the purpose of restricting competition;
- 5.) The statements contained in this affidavit are true and correct, and made with full knowledge that Monroe County relies upon the truth of the statements contained in this affidavit in awarding contracts for said project.

  
(Signature of Bidder)

25 APRIL 2006  
(Date)

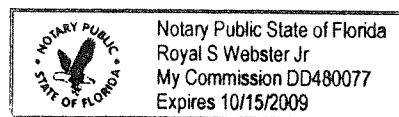
STATE OF: FLORIDA

COUNTY OF: MIAMI-DADE

PERSONALLY APPEARED BEFORE ME, the undersigned authority, ROBERT A. LOPEZ  
(name of individual signing) who, after first being sworn by me, affixed his/her signature in the space provided above on this 25TH day of APRIL, 2006.

  
NOTARY PUBLIC

My commission expires: 10/15/2009



LOBBYING AND CONFLICT OF INTEREST CLAUSE  
SWORN STATEMENT UNDER ORDINANCE NO. 010-1990  
MONROE COUNTY, FLORIDA

" GENERAL ASPHALT Co, INC. "  
(Company)

"... Warrants that it has not employed retained or otherwise had act on its behalf any former County officer or employee subject to the prohibition of Section 2 of Ordinance No. 010-1990 or any County officer or employee in violation of Section 3 of Ordinance No. 010-1990. For breach or violation of this provision the County may, in its discretion, terminate this contract without liability and may also, in its discretion, deduct from the contract or purchase price, or otherwise recover, the full amount of any fee, commission, percentage, gift, or consideration paid to the former County officer or employee".

(Signature)

25 APRIL 2006  
(Date)

STATE OF FLORIDA

COUNTY OF MIAMI-DADE

PERSONALLY APPEARED BEFORE ME, the undersigned authority,

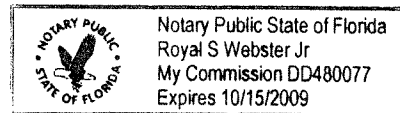
ROBERT A. LOPEZ who, after first being sworn by me, affixed his/her

Signature ROBERT A. LOPEZ in the space provided  
(Name of individual signing)

Above on this 25<sup>TH</sup> day of APRIL, 2006.

Royal S Webster Jr  
NOTARY PUBLIC

My commission expires: 10/15/2009



**DRUG-FREE WORKPLACE FORM**

The undersigned Contractor in accordance with Fl. Statute 287.087 hereby certifies that:

GENERAL ASPHALT CO., INC.  
(Name of Business)

1. Publish a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the workplace and specifying the actions that will be taken against employees for violations of such prohibition.
2. Inform such employees about the dangers of drug abuse in the workplace, the business's policy of maintaining a drug-free workplace, any available drug counseling, rehabilitation, and employee assistance programs, and the penalties that may be imposed upon employees for drug abuse violations.
3. Give each employee engaged in providing the commodities or contractual services that are under bid a copy of the statement specified in subsection (1).
4. In the statement specified in subsection (1), notify the employees that, as a condition of working on the commodities or contractual services that are under bid, the employees will abide by the terms of the statement and will notify the employer of any conviction of, or plea of guilty or nolo contendere to, any violation of Chapter 893 (Florida Statutes) or of any controlled substance law of the United States or any state, for a violation occurring in the workplace no later than five (5) days after such conviction.
5. Impose a sanction on, or require the satisfactory participation in a drug abuse assistance or rehabilitation program if such is available in the employee's community, or any employee who is so convicted.
6. Make a good faith effort to continue to maintain a drug-free workplace through implementation of this section.

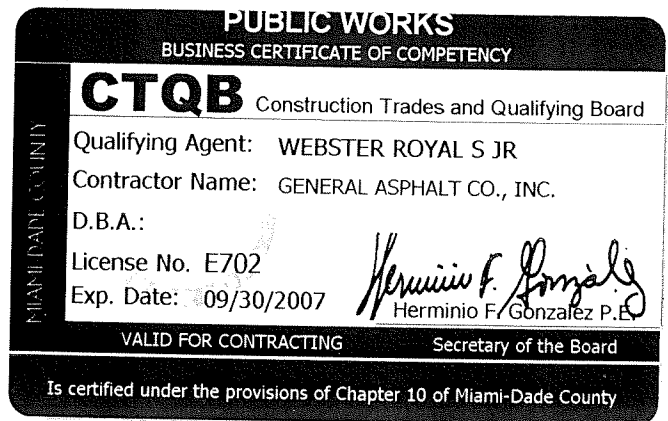
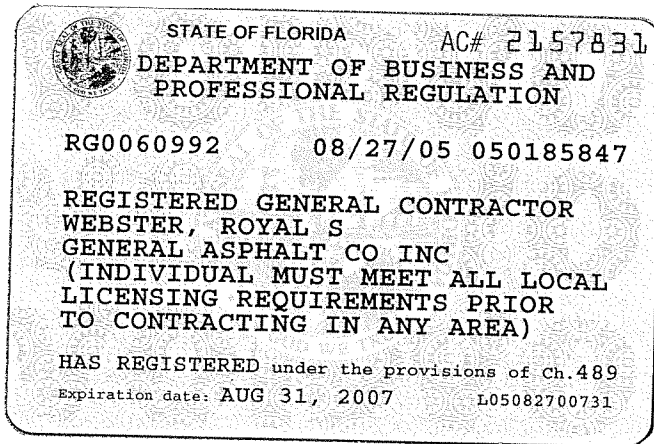
As a person authorized to sign the statement, I certify that this firm complies fully with the above requirements.

  
Bidder's Signature

25 APRIL 2006  
Date

MCP#5 Rev. 6/91

~~~~~  
END OF SECTION 00110



MONROE COUNTY
THIS IS TO CERTIFY THAT
WEBSTER, ROYAL S. , JR.
QUALIFIES AS A
PAVING CONTRACTOR
THIS CERTIFICATE EXPIRES ON
10/31/07
UNLESS REVOKED
ACCORDING TO LAW

Joseph Paskal
BUILDING OFFICIAL

MONROE COUNTY
RECEIPT NO. 77491 CC: EIID
ISSUE DATE: 12/08/2005 FEE DUE 150.00
COUNTY LIC# ENG II 173D FEE PAID 150.00

THIS CERTIFIES THAT
WEBSTER, ROYAL S. , JR.
QUALIFIES AS A PAVING CONTRACTOR
IN GOOD STANDING AND THIS CERTIFICATE
OF COMPETENCY IS VALID AND IN FORCE
UNTIL 10/31/07

WEBSTER, ROYAL S. , JR.
GENERAL ASPHALT CO. INC.
P.O. BOX 52-2306
MIAMI FL, 33152

CERTIFICATE OF COMPETENCY